

## Message Text

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FM SECSTATE WASHDC

TO AMEMBASSY BUCHAREST PRIORITY

UNCLAS STATE 199148

EO 11652: N/A

SUBJECT - ET CONTRACT FOR LARISA LUCACI

REF: BUCHAREST 4086-U; BROWN - FERNANDEZ TELECON, SEPT. 9

1. POST-PREPARED CONTRACT FOR MISS LUCACI IS PERSONAL SERVICES CONTRACT AND CANNOT BE APPROVED AS WRITTEN SINCE MISS LUCACI'S EMPLOYMENT WOULD THEN COUNT AGAINST POST'S PERSONNEL CEILING. ONLY ALTERNATIVE IS TO REDO CONTRACT AS A NON-PERSONAL SERVICES CONTRACT WHICH AGENCY WILL DO WITH POST'S CONCURRENCE. AGENCY WILL CONTACT MISS LUCACI TO EXPLAIN NEED FOR CHANGE AND TO ASSURE HER THAT ULTIMATE OUTCOME WILL BE THE SAME.

2. NON-PERSONAL SERVICES CONTRACT WHICH AGENCY PROPOSES TO SUBMIT TO MISS LUCACI READS AS FOLLOWS:

CONTRACT BETWEEN THE UNITED STATES OF AMERICA

AND

LARISA A. LUCACI AT BUCHAREST, ROMANIA

THIS CONTRACT, EFFECTIVE THE FIRST DAY OF OCTOBER 1974, BETWEEN THE UNITED STATES OF AMERICA (HEREINAFTER REFERRED TO AS THE UNCLASSIFIED

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"GOVERNMENT") ACTING THROUGH THE UNITED STATES INFORMATION

AGENCY (HEREINAFTER REFERRED TO AS THE "AGENCY") AND MISS LARISA A. LUCACI, AN AMERICAN CITIZEN RESIDING IN BUCHAREST (HEREINAFTER REFERRED TO AS THE "CONTRACTOR").

WITNESSETH:

THE AGENCY IS AUTHORIZED TO ENTER INTO THIS CONTRACT BY THE UNITED STATES INFORMATION AND EDUCATIONAL EXCHANGE ACT OF 1948 (PUBLIC LAW 402, 80TH CONGRESS) AND THE REORGANIZATION PLAN NO. 8 OF AUGUST 1, 1953.

THE CONTRACTOR WARRANTS THAT IT HAS FULL AUTHORITY TO ENTER INTO THIS CONTRACT.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. FOR PURPOSES OF SCHEDULING THE PERFORMANCE AND VERIFYING COMPLIANCE OF THE CONTRACTOR WITH THE TERMS OF THIS CONTRACT, AND OF ACCEPTING AND APPROVING PERFORMANCE FOR PAYMENT, THE DIRECTOR, AMERICAN LIBRARY, BUCHAREST, IS HEREBY DESIGNATED AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER (AR/CO).

2. THE CONTRACTOR WILL PROVIDE THE AMERICAN LIBRARY BUCHAREST WITH THE FOLLOWING SERVICES:

A. TO TEACH AT THE AMERICAN LIBRARY SUBJECTS ASSIGNED BY THE DIRECTOR OF THE AMERICAN LIBRARY.

B. PROVIDE ACADEMIC AND ADMINISTRATIVE MANAGEMENT AND PLANNING - OF COURSES, AND PROVIDE ACTUAL CLASSROOM INSTRUCTION AS REQUIRED BY THE AR/CO.

C. PREPARE REPORTS ON THE STATUS AND PROGRESS OF THE PROJECT AS THE AR/CO MAY REQUIRE.

D. DEVELOP AND PREPARE ANY SPECIAL ENGLISH TEACHING MATERIALS AS MAY BE REQUIRED.

E. RECOMMEND TO THE AR/CO SPECIAL PROJECTS DESIGNED TO ENCOURAGE AND DEVELOP ENGLISH LANGUAGE INSTRUCTION IN ROMANIA AND, IF REQUESTED, CARRY OUT SUCH PROJECTS.

F. ADVISE THE AMERICAN LIBRARY BUCHAREST IN THE ORDERING,  
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INVENTORY CONTROL AND EFFECTIVE DISTRIBUTION OF USIS ENGLISH TEACHING MATERIALS.

3. THE AGENCY AGREES TO PROVIDE ADMINISTRATIVE AND LOGISTICAL SUPPORT AND TEACHING MATERIALS FOR THE PROGRAMS SPECIFIED IN THIS CONTRACT, IT BEING UNDERSTOOD, HOWEVER, THAT THE CONTRACTOR AGREES TO CONDUCT PROGRAMS ON PREMISES OTHER THAN THOSE PROVIDED BY THE AGENCY IF SO REQUIRED.

4. FOR SATISFACTORY COMPLETION OF THE TERMS OF THE CONTRACT, AS ACCEPTED AND APPROVED BY THE AR/CO, THE GOVERNMENT AGREES TO PAY THE CONTRACTOR THE SUM OF TEN (10) UNITED STATES DOLLARS PER CLASS HOUR OR LESSON, PAYMENT TO BE MADE UPON SUBMISSION OF AN INVOICE SPECIFYING THE NUMBER OF CLASSROOM HOURS OR LESSONS.

5. IT IS AGREED THAT ALL ARRANGEMENTS AND RESPONSIBILITIES REGARDING TAXES AND INSURANCE OF ANY TYPE ARE THE SOLE CONCERN OF THE CONTRACTOR.

6. THIS CONTRACT BEGINS OCTOBER 1, 1974 AND CONTINUES IN FORCE THROUGH JUNE 30, 1975. IT MAY BE RENEWED AT THE OPTION OF THE GOVERNMENT FOR ADDITIONAL PERIODS OF ONE YEAR EACH, DEPENDENT UPON THE ANNUAL APROPRIATION OF FUNDS BY THE CONGRESS OF THE UNITED STATES. FURTHER, THIS CONTRACT MAY BE TERMINATED BY EITHER PARTY IN WRITING UPON SIXTY (60) DAYS NOTICE, OR BY THE GOVERNMENT IN WRITING WITHOUT ADVANCE NOTICE, UPON THE CONTR-  
ACTOR'S FAILURE TO FULFILL ANY TERMS OF THIS CONTRACT, WITH NO LIABILITY RESTING ON THE GOVERNMENT BEYOND THE DATE OF TERMINATION.

7. THE CONTRACTOR AGREES THAT THE GOVERNMENT OR ANY OF ITS DULY AUTHORIZED REPRESENTATIVES SHALL, UNTIL THE EXPIRATION OF THREE YEARS AFTER THE FINAL PAYMENT, HAVE ACCESS TO, AND THE RIGHT TO EXAMNE, ANY DIRECTLY PERTINENT PAPERS OR RECORDS OF THE CONTR-  
ACTOR INVOLVING TRANSACTIONS RELATED TO THIS CONTRACT, INCLUDING THOSE BOOKS AND PAPERS OF SUB-CONTRACTORS, IF ANY.

DONE AT BUCHAREST, ROMANIA THIS FIRST DAY OF OCTOBER 1974.

FOR THE CONTRACTOR      FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA

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LARISA A. LUCACI      LEROY C. SIMPKINS  
CONTRACTING OFFICER  
BUCHAREST, ROMANIA

WITNESSED: -----  
STEPHEN M. CHAPLIN  
DIRECTOR, AMERICAN LIBRARY (AR/CO)

3. COMPENSATION LEVEL IN PARAGRAPH FOUR IS BASED ON ASSUMPTION THAT MISS LUCACI WOULD TEACH APPROXIMATELY TEN HOURS PER WEEK (SOMETIMES MORE, SOMETIMES LESS) FOR AVERAGE WEEKLY COMPENSATION OF DOLS 100 PER WEEK OR DOLS 3900 DURING 39 WEEK PERIOD BETWEEN OCTOBER 1, 1974, AND JUNE 30, 1975. BY TEACHING A FEW EXTRA HOURS

ALONG THE WAY, MISS LUCACI COULD EARN DOLS 4000, LEVEL OF  
COMPENSATION OUTLINED IN ORIGINAL CONTRACT.

4. ADVISE CONCURRENCE ASAP. KISSINGER

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## Message Attributes

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